

1 THE HONORABLE JOHN C. COUGHENOUR
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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT TACOMA

10 No

11 PORT OF OLYMPIA,

12 Plaintiff,

13 v.

14 M/V THE DREAM f/k/a EVERGREEN
15 STATE and JONES GLOBAL
INVESTMENT LLC,

Defendants.

IN ADMIRALTY

Case No. 3:20-cv-05789-JCC

DECLARATION OF SUBSTITUTE
CUSTODIAN

16 Buck Fowler declares as follows under the penalty of perjury of the laws of the
17 United States:

18 1. I am the managing member of Marine Lenders Services, LLC, with offices at
19 5350 30th Avenue NW, Seattle, Washington. I have experience as a vessel owner, operator,
20 and broker, and I have served as the U.S. Marshal's substitute custodian for many vessels
21 under arrest in this District.

22 2. I have read Local Admiralty Rule 135 pertaining to the custody of property
23 and am familiar with its provisions.

24 3. I am not a party and have no interest in the outcome of this action.

25 4. I am familiar with the M/V THE DREAM (IMO 8836132), described in the

26 DECLARATION OF SUBSTITUTE CUSTODIAN: CASE
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1 Verified Complaint (Docket #1), at least to the extent of her size, type, construction material,
2 and general usage. I attest that Marine Lenders can provide adequate supervision for, and
3 can safely keep the Vessel in place of the U.S. Marshal during the pendency of this action
4 and until further order of the Court. Marine Lenders would exercise due care to preserve and
5 protect the Vessel during custodianship.

6 5. Marine Lenders agrees to provide all services necessary for the proper
7 custody and safekeeping of the Vessel during the substitute custodianship.

8 6. I have access to adequate facilities and supervision for and can safely keep the
9 Vessel in place of the United States Marshal during the pendency of suit and until further
10 Order of the Court.

11 7. I will provide legal liability insurance and perform the normal and customary
12 custodial services for the Vessel, including attending mooring lines, bilge pumping as
13 necessary, and providing locks, security, and guarding during the custodianship at a charge
14 of \$90 per day for the first 30 days. An additional fee of \$642 per month will be charged for
15 substitute custodian legal liability insurance. For the arrest, consulting, and making an
16 inventory of the Vessel, Marine Lenders Services, LLC will bill \$240 per hour. I will charge
17 moorage at the rate currently charged at its present location. The total charge for said
18 services will be less than those charged by the United States Marshal for providing such
19 services through professional keepers.

20 8. I will provide these services and keep the Vessel secured at her current
21 location at the Port of Olympia unless I determine that the Vessel should be moved in order
22 to safeguard and protect the Vessel, or minimize expenses and/or maximize the sale price of
23 the Vessel. In the event the Vessel needs to be moved, I will notify the U.S. Marshal's office
24 prior to movement and when it has been secured.

25 5. I am a beneficiary of a Marine General Insurance Policy issued by Great
26 American (Policy No. CL1932503366) with limits of \$2,000,000 for damage sustained by

DECLARATION OF SUBSTITUTE CUSTODIAN: CASE
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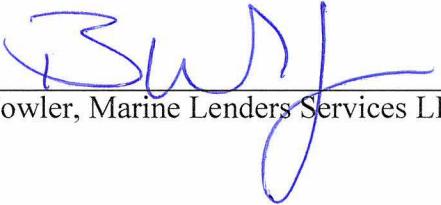
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1 third parties due to negligence committed during said custody, and I understand that plaintiff
2 further agrees to hold harmless and indemnify the United States and the United States
3 Marshal from any and all claims whatsoever arising out of the substitute custodian's
4 possession and safekeeping.

5. I agree to accept substitute custodianship of the defendant Vessel, her engines,
6 machinery, and appurtenances, etc., in accordance with the order appointing substitute
7 custodian.

8. Marine Lenders acknowledges that all outstanding bills and costs/expenses
9 incidental to the keeping of the Vessel by the substitute custodian will be paid by the
10 Plaintiff. The United States of America, the United States Marshal, their agents, servants,
11 employees, and others for whom they are responsible do not assume any liability or
12 responsibility for any acts of the substitute custodian or any costs incurred incidental to this
13 Court appointed custodianship.

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15 Dated this 1st day of September, 2020 as Seattle, Washington.

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18 Buck Fowler, Marine Lenders Services LLC
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DECLARATION OF SUBSTITUTE CUSTODIAN: CASE
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